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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION II

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IN THE MATTER OF	:	
ALLIED CORPORATION,	:	<u>ADMINISTRATIVE ORDER</u>
as successor to	:	
The Bendix Corporation	:	
and	:	<u>ON CONSENT</u>
AMPHENOL CORPORATION	:	
Respondents,	:	
Proceeding Under Sections 104	:	Index No. II-CERCLA-
and 122 of the Comprehensive	:	70 20 5
Environmental Response,	:	
Compensation and Liability Act	:	
(42 U.S.C. §§ 9604 and 9622)	:	
----- x	:	

JURISDICTION

The following Administrative Order on Consent ("ORDER") is entered into with Allied Corporation, as successor to the Bendix Corporation, and Amphenol Corporation, the Respondents, pursuant to the authority vested in the President of the United States by Sections 104 and 122 of the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, ("CERCLA"), 42 U.S.C. §§ 9604 and 9622(d)(3), which authority was delegated to the Administrator of the United States Environmental Protection Agency (EPA) and redelegated to the Regional Administrator, Region II. Notice of this Order and the negotiations preceding its issuance were provided to the New York State Department of Environmental Conservation ("DEC").

FINDINGS OF EPA

1. The Bendix Corporation was a business corporation organized under the laws of the State of Delaware, the controlling interest in which was acquired by Allied Corporation, effective January 31, 1983.
2. The Bendix Corporation existed and was doing business in the State of New York until its merger into Allied Corporation, effective April 1, 1985.
3. Respondents are Allied Corporation and Amphenol Corporation. Allied Corporation, (hereinafter "Allied") is a corporation organized under the laws of the State of New York. As successor to the Bendix Corporation, Allied owned and operated an electrical components manufacturing facility in Sidney, Delaware County, New York State, formerly owned and operated by The Bendix Corporation

700062

and formerly known as the Bendix Electronics Components Division or Bendix Engine Products Division. The plant is hereinafter referred to as the "BCO plant".

4. After the merger of The Bendix Corporation into Allied Corporation, the Sidney, New York plant became known as the Bendix Connector Operations of Amphenol Products, and was under the management control of the Amphenol Products Division, a division of Allied Corporation. In December 1986, the Amphenol Products Division, including the Bendix Connector Operations of Amphenol Products, was incorporated as the Amphenol Corporation ("Amphenol") and became a subsidiary of Allied Corporation. On June 2, 1987, Allied sold Amphenol to LPL Investment Inc. Amphenol is a subsidiary of LPL Investment Inc., a Delaware corporation. Amphenol and Allied will be referred to hereinafter collectively as "Respondents" or "Allied/Amphenol".

5. Allied/Amphenol are persons as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21), and are successors to The Bendix Corporation, which was a generator of certain hazardous substances which were disposed of at the Richardson Hill Road Landfill, the subject of this Consent Order, and thus are responsible parties under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

6. The Richardson Hill Road Landfill is an inactive landfill located in Delaware County, New York State approximately 2.5 miles south-southwest of Sidney Center, New York. It is approximately 13 miles from the Bendix Connector Operations plant in Sidney, New York and is located on the Masonville Tax Map 186, Block 2 and on the Sidney Tax Map 163, Block 1. The properties which form the parts of the Richardson Hill Road Landfill are listed in Appendix I of this ORDER. Information available to EPA at this time indicates that the BCO plant was not the only party which disposed of waste at the Richardson Hill Road Landfill.

7. The Richardson Hill Road Landfill consists of two (2) sections, known as the Northern Section and Southern Section. Both sections of the landfill are located on the West side of Richardson Hill Road, on or near the Sidney-Masonville town line. Historical aerial photos of the Northern Section of the landfill indicate two east-west oriented trenches. The larger northern trench contains a wet area and terminates, on the east end, in a light toned lobate mound. The west end of the trench is a possible fill area. Berms are mounded on the northern and southeastern sides of this trench. A berm has also been constructed along the southern edge of the smaller trench. The Southern Section of the Landfill is situated on the eastern face of a hill immediately adjacent to the road and contains a waste oil pond in the north-eastern corner of the section. Surface runoff is intercepted by a shallow ditch running parallel to the west side of Richardson Hill Road. Culverts drain the ditch into two adjacent beaver ponds located at the northern end of Herrick Hollow Creek, a water of the United States and a tributary to the Cannonsville Reservoir, a water of the United States. The Cannonsville Reservoir is part of the City of New York's public water supply system.

700063

8. During the period commencing in July 1964 and continuing through 1969, The Bendix Corporation contracted with an independent firm to transport and dispose of, inter alia, certain hazardous substances, unknown quantities of waste oil, equipment and miscellaneous parts. Said hazardous substances, waste oil, equipment and parts were disposed of in the Richardson Hill Road Landfill. The Richardson Hill Road Landfill was neither owned, leased, operated nor otherwise controlled by The Bendix Corporation or Allied. The Richardson Hill Road Landfill is a facility as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), and will hereinafter be referred to as the "Site" or the "facility".

9. A Site Inspection Report prepared by Fred C. Hart Associates for the EPA, dated March 12, 1982, ("Hart Report") revealed the presence of, inter alia, polychlorinated biphenyls ("PCBs"), in concentrations as high as 1650 parts per million, as well as the presence of trichloroethylene ("TCE") in concentrations as high as 50 parts per billion ("ppb") and vinyl chloride in concentrations as high as 550 ppb in sediment samples taken from the waste oil pit.

10. According to the Hart Report, TCE and PCBs were also found in the soil of the drainage ditch and the water and sediments of two beaver ponds adjacent to the Site. Specifically, PCBs were detected in soil samples at the outlet swale of the waste oil pit in quantities as high as 37.86 ppm and 13.5 ppm in sediments of the adjacent beaver ponds. TCE was detected in water samples at the culvert to the beaver pond in concentrations as high as 230 ppb and 63 ppb in the adjacent beaver pond.

11. TCE has been detected in three residential wells near the Site in concentrations ranging from 62 ppb up to 1025 ppb, according to tests performed by the New York State Department of Health ("DOH"). As a result, the DOH has recommended that the water in these wells not be used as a source of potable water. Allied, without admitting liability and without any finding that it or The Bendix Corporation was the source of this TCE, volunteered to supply the three affected residences with DOH approved bottled water on an interim as-needed basis.

12. PCBs, vinyl chloride and TCE are hazardous substances within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

13. Allied/Amphenol contracted with ERM to conduct verification sampling in July, 1985. The results of the sampling program has confirmed the presence of hazardous substances, within the meaning as Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), identified in the Hart Report.

14. The presence of hazardous substances at this Site and their migration to surrounding soil, groundwater, and surface water constitutes a release within the meaning of Section 101(22) of CERCLA, 42 U.S.C. § 9601(22). The potential exists for further migration to additional surrounding soil, groundwater, and surface water.

700064

15. PCBs have been demonstrated to cause cancer in animals and are suspected carcinogens in humans. PCBs can cause liver damage and dermatological abnormalities such as chloracne and hyperpigmentation. PCBs bioaccumulate, i.e. are retained in human and animal tissues, at concentrations in excess of exposure levels.

16. Chronic (long term) exposure to TCE may cause damage to the heart, liver, kidneys, and central nervous system. Exposure to TCE vapor may also cause irritation of the eyes and respiratory system.

17. Vinyl chloride is a skin irritant and contact with the liquid may cause frostbite upon evaporation. The eyes may be immediately and severely irritated. Vinyl chloride also attacks the liver, brain and hemolymphopoietic system.

18. The Richardson Hill Road Landfill is a Site proposed for inclusion on the National Priorities List ("NPL"), 40 C.F.R. Part 300, Appendix B, a list developed pursuant to Section 105(8)(B) of CERCLA, 42 U.S.C. § 9605(8)(B).

19. In order to determine the nature and extent of the release and threatened release at the Site, and to select an appropriate remedial alternative, a Remedial Investigation and Feasibility Study ("RI/FS") must be conducted in conformance with the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 CFR Part 300, and any amendments thereto, and CERCLA, including but not limited to Sections 104 and 121, 42 U.S.C. §§ 9604 and 9621. Upon the effective date of this ORDER, EPA hereby approves the Remedial Investigation Work Plan, appended hereto and labelled as Appendix II, which was prepared by ERM for Allied for use in performing the RI and is incorporated herein and made a part hereof.

20. In January, 1986, Allied voluntarily implemented an EPA approved immediate corrective action on the waste oil pit at the Site. The pit was capped with native soil material obtained on Site and placed at varying depths to provide natural runoff over the surface of the pit to alleviate surface runoff from the pit and reduce percolation of contaminants into the groundwater.

ORDER

21. Based on the foregoing, EPA hereby orders and Allied/Amphenol agree to perform a Remedial Investigation, a Feasibility Study, and Immediate Corrective Action, with respect to the Site in accordance with the requirements specified below. Allied/Amphenol shall exercise their best efforts to complete all activities required to be performed pursuant to this ORDER as soon as reasonably possible, even though maximum time periods for completion of those activities may be specified herein or

700065

in the approved workplan, but in no instance shall Allied/Amphenol's time for completion of required activities exceed the time periods stated herein or in the approved workplan, unless otherwise agreed between the EPA and Allied/Amphenol or the time for completion is extended by a force majeure.

IMMEDIATE CORRECTIVE ACTION

22. For the purpose of mitigating risks associated with the short duration use of contaminated water and pending the selection and implementation of a long-term remedial action, within 30 business days of the effective date of this ORDER, Allied/Amphenol shall install and provide for the operation and maintenance of an EPA approved water treatment system or an EPA approved alternative water supply for the three affected residences referred to in Paragraph 11 of this ORDER and to any other residences that EPA shall determine to be at risk, as a result of releases from the Site.

REMEDIAL INVESTIGATION

23. At least five business days prior to the performance of any work under this ORDER by each of Allied/Amphenol's contractors and subcontractors, Allied/Amphenol shall submit a certification that it has taken reasonable steps to provide that the contractors and subcontractors have adequate insurance coverage or that contractor liabilities are indemnified for any liability which may result from the RI/FS activities which Allied has agreed to perform under this ORDER.

24. Allied/Amphenol has submitted to EPA for review and approval a Site Operations Plan ("SOP") for the performance of the Remedial Investigation in conformance with the NCP, including any amendments thereto, and CERCLA, including but not limited to Sections 104 and 121, 42 U.S.C. §§ 9604 and 9621, and Appendix II of this ORDER. The SOP shall fully describe how those activities required by Appendix II will be implemented, and shall include but should not necessarily be limited to items (a) through (h) below:

- a. a map depicting the number and types of samples to be obtained at each sampling location;
- b. the overall management plan, including identification of contractors and subcontractors and their respective responsibilities for performance of the specific tasks set forth in Appendix II;
- c. a detailed schedule for performance of the specific tasks;
- d. a Quality Assurance/Quality Control (QA/QC) plan for all investigations to be performed [the QA/QC plan shall be completed in accordance with Section 10 of the publication, Test Methods for Evaluating Solid Waste (SW-846)];

700066

- e. a description of the chain of custody procedures to be followed, which shall conform to those set forth in Section 1.3 of SW-846;
- f. a Health and Safety plan;
- g. a Contingency plan for conducting site activities; and
- h. the curriculum vitae of all professionals expected to participate in the RI, and a description of the responsibilities and the anticipated levels of the effort of each such professional.

25. EPA will review and will either approve or comment on the Site Operations Plan. Except as provided in Paragraph 52, within 15 business days from receipt of the EPA comments, Allied/Amphenol shall amend the Site Operations Plan as required by those comments or as otherwise approved by EPA and submit the modified document to EPA. At such time as EPA determines that the Site Operations Plan is acceptable, EPA will transmit to Allied/Amphenol a written statement to that effect.

26. Allied/Amphenol shall perform the RI in conformance with the approved Site Operations Plan and the Work Plan pursuant to the schedule set forth in the Work Plan. Allied/Amphenol shall complete all activities specified therein and shall submit to EPA for review and approval a report detailing the results of the Remedial Investigation (Draft RI Report).

27. EPA will review and will either approve or comment on the Draft RI Report. Except as provided in Paragraph 52, within 40 business days of Allied/Amphenol's receipt of any EPA comments, Allied/Amphenol shall amend the draft RI Report as required by those comments or as otherwise agreed upon by EPA after review of Allied/Amphenol's comments and submit the modified document to EPA. Such amendments may require the performance of additional studies as found necessary by EPA. Such work shall be performed by Allied/Amphenol in conformance with a schedule approved by EPA. At such time as EPA determines that the RI Report is acceptable, EPA will transmit to Allied/Amphenol a written statement to that effect.

FEASIBILITY STUDY

28. Within 30 business days of Allied/Amphenol's receipt of EPA approval to proceed with a feasibility study, Allied shall submit to EPA for review and approval a detailed work plan for the preparation of a study of feasible remedial alternatives ("Feasibility Study" or "FS"). The detailed scope of work and the Feasibility Study shall conform to the requirements of the NCP, Section 300.68, including any amendments, and CERCLA, including, but not limited to Sections 104 and 121, 42 U.S.C. §§ 9604 and 9621. EPA will review the detailed work plan and will provide written comments to Allied/Amphenol. Except as provided in Paragraph 52, within 30 business days of receipt of any EPA

comments Allied/Amphenol shall modify the detailed work plan in response to EPA's comments, and shall submit the modified detailed work plan to EPA.

29. Allied/Amphenol shall complete those activities specified in the approved FS work plan pursuant to the schedule set forth in the work plan and shall submit to EPA a draft Feasibility Study Report (Draft FS Report).

30. EPA will review and will either approve or comment on the draft FS report. Except as provided in Paragraph 52, within 25 business days of Allied/Amphenol's receipt of EPA's comments, Allied/Amphenol shall amend the draft FS Report as required by those comments or as otherwise agreed upon by EPA after EPA's review of Allied/Amphenol's comments and submit the modified document to EPA. Such amendments may require that Allied/Amphenol perform additional studies that EPA finds necessary, in accordance with a schedule set forth by EPA. At such time as EPA determines that the FS Report is acceptable, EPA will transmit to Allied/Amphenol a written statement to that effect.

31. Following submittal of the FS Report, EPA will announce the availability of both the RI Report and the Draft FS Report to the public for review and comment. Following the public comment period (which may involve both written and oral comments), EPA will determine if the reports should be modified or accepted as submitted, and will notify Allied/Amphenol in writing. Except as provided in Paragraph 52, within 45 business days of receipt of EPA's determination, or within such other period of time as may be approved by EPA, Allied/Amphenol shall modify any of the reports as directed by EPA or as otherwise approved by EPA and submit the modified document(s) to EPA. EPA policy and guidance in effect at the time such public comment period is initiated shall govern the procedures to be followed.

32. Allied/Amphenol shall provide monthly written progress reports to EPA. At a minimum these progress reports shall: (1) describe the actions which have been taken toward achieving compliance with this ORDER, (2) include all results of sampling and tests and all other data received by Allied/Amphenol, and (3) include all plans and procedures completed subsequent to EPA approval of the RI and FS Work Plan, during the past month as well as such actions, data, and plans which are scheduled for the next month. These reports are to be submitted to EPA by the tenth day of each month following the effective date of this ORDER.

33. Allied/Amphenol shall give EPA five (5) business days advance notice of the following expected activities under this ORDER: all monitoring well activities, including but not limited to drilling, installation and testing, and all on-site and off-site sampling activities.

34. Allied/Amphenol shall preserve, during the pendency of this ORDER and for a minimum of six (6) years after its termination, all records and documents in its possession or in the possession of its divisions, employees, agents, accountants, contractors, or attorneys which relate in any way to the Site, despite any document retention policy to the contrary. After this six year period, Allied/Amphenol shall notify EPA within 30 days prior to the destruction of any such documents. Upon request by EPA, Allied/Amphenol shall make available to EPA such records or copies of any such records, unless such records are otherwise privileged under law.

35. All records prepared or compiled by Allied/Amphenol and delivered to EPA in the course of implementing this ORDER shall be available to the public unless identified as confidential by Allied in conformance with 40 CFR, Part 2. Furthermore, it is understood by the parties that EPA may release all such records to DEC and DEC may make those records available to the public unless Allied conforms with appropriate New York laws and regulations regarding confidentiality. Records so identified shall be treated as confidential only in accordance with the applicable confidentiality regulations. Sampling and other monitoring data, and hydrological and geological information, may not be considered confidential.

36. All correspondence, reports, work plans and other writings required under the terms of this ORDER to be submitted to EPA shall be sent by certified mail, return receipt requested to:

3 copies: Chief, Site Compliance Branch
Attention: Richardson Hill Road Landfill
Project Officer
Site Compliance Branch
U.S. Environmental Protection Agency
26 Federal Plaza, Room 747
New York, NY 10278

2 copies: Director
Division of Solid & Hazardous Waste
New York State Department of Environmental
Conservation
50 Wolf Road
Albany, NY 12233-0001

700069

37. No informal notice, guidance, suggestions or comments by EPA or DEC regarding reports, plans, specifications, schedules or any other writing submitted by Allied/Amphenol shall be construed as relieving Allied/Amphenol of its obligation to obtain such formal approvals as may be required by this ORDER.

**RESPONDENTS' FACILITY COORDINATOR
AND EPA INSPECTION AUTHORITY**

38. Within 5 business days of the effective date of this ORDER, Allied/Amphenol shall provide EPA, in writing, the name, title, address, phone number and qualifications of its designated Facility Coordinator, who shall be responsible for oversight of the implementation of this ORDER, including all activities required herein. The Facility Coordinator shall have technical expertise sufficient to adequately oversee all aspects of the work contemplated by this ORDER. All correspondence and other writings from EPA to Allied/Amphenol shall be submitted to the Facility Coordinator with a copy to:

Mr. Henry J. Mitchell
Manager, Facilities Engineering
Amphenol Corporation
40-60 Delaware Street
Sidney, New York 13838-1395.

Counsel for Allied/Amphenol shall not be eligible to be Facility Coordinator. Allied/Amphenol shall have the right to change its Facility Coordinator at any time. However, Allied/Amphenol shall notify EPA in writing at least five business days prior to any such change. If such advance notice is not feasible, notice shall be given by the best means and as promptly as possible.

39. Allied/Amphenol shall be responsible for timely obtaining access from the owners of the Site. EPA agrees to assist Allied/Amphenol if Allied/Amphenol is unable to obtain access. Access shall be obtained for Allied/Amphenol, their employees, agents, contractors and consultants as is necessary for Allied/Amphenol and consultants, and for EPA and its designated representatives, including but not limited to, EPA employees, agents, contractors and consultants, to perform all of the activities on the Site and other premises which are necessary to comply with the terms and requirements of this ORDER. EPA and EPA's representatives, including but not limited to their employees, agents, contractors and consultants, shall be permitted to enter and move freely about the Site and any other premises upon which work under this ORDER must be performed at all reasonable times, including but not limited to any time that work is being carried out pursuant to this ORDER. Allied shall forthwith honor all requests for access by EPA or EPA's designated representatives, and also, at reasonable times, shall permit such persons to inspect and copy all writings, including all data, in any way pertaining to work undertaken pursuant to this ORDER. Notwithstanding the above, EPA hereby retains all its

inspection authority under CERCLA, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and any other statute. DEC and its designated representatives, shall be eligible to be designated representatives of EPA under this Paragraph.

40. Upon request by EPA, Allied/Amphenol shall provide EPA or its designated representatives present at the Site with duplicate and/or split samples, of any samples collected in accordance with this ORDER.

ENFORCEMENT ACTIONS

41. In the event that Allied/Amphenol fails to adhere to any requirement of this ORDER; or, notwithstanding compliance with the terms of this ORDER, upon the occurrence or discovery of a situation as to which EPA would be empowered to take any further response action, including but not limited to a Removal Action; or in the event of a release or threatened release not addressed by this ORDER; or upon the determination that action beyond the terms of this ORDER is necessary to abate an imminent and substantial endangerment to the public health or welfare or the environment that may be posed by this Site or under any other circumstances authorized by law, EPA may, after notice to Allied/Amphenol, institute Federally-funded response activities and subsequently pursue cost recovery actions and/or EPA may issue orders to Allied/Amphenol under available statutory authority. Allied/Amphenol reserves its rights available under law to contest any such actions that may be brought against Allied/Amphenol by EPA.

42. EPA reserves its power to bring an action against Allied/Amphenol pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, including, but not limited to, an action to recover any costs incurred in oversight of Allied/Amphenol's implementation of this ORDER, which have not been reimbursed pursuant to paragraph 45, and any other costs incurred by EPA in connection with investigative or response activities at the Site (including but without limitation, all costs associated with EPA's performance of the RI/FS or any part thereof, in the event that Allied fails to complete the RI/FS in conformance with the requirements of this ORDER). Failure by Allied/Amphenol to comply with this ORDER may also subject Allied/Amphenol to liability for punitive damages in the amount of three times the total of all costs incurred by the government as a result of such failure. Allied/Amphenol reserves its rights available under law to contest any such actions that may be brought against Allied/Amphenol by EPA.

43. If Allied/Amphenol fails to conform with the requirements and time limits set forth in this ORDER and such failure is not excused under the provisions set forth in Paragraph 51, below, Allied/Amphenol shall pay a stipulated penalty to EPA for each day such failure continues in the amounts set forth below:

700071

Days After Required Date

Stipulated Penalties

5-20

\$ 1000 for each day

greater than 20

\$ 1500 for each day

Any such penalty shall accrue as of the first day after the applicable deadline has passed and shall be due and payable 10 days following receipt of a written demand from EPA or, if no written demand is received, on the thirtieth day following the date the penalty accrues, and shall be due and payable every thirtieth day thereafter. Payment of any stipulated civil penalty shall be made by certified check, payable to "Hazardous Substance Superfund" and mailed to the following address with a notation of the docket number of this Order:

EPA--Superfund
P.O. Box 3710003M
Pittsburgh, Pennsylvania 15251

A letter describing the basis for the penalties shall accompany the payment. A copy of the letter shall be sent to the Chief, Site Compliance Branch, EPA Region II, 26 Federal Plaza, New York, New York 10278. Failure to pay such stipulated penalties as required under this ORDER may also subject Respondents to assessment of interest on the unpaid penalties pursuant to 31 U.S.C. § 3717.

44. Notwithstanding any other provision of this ORDER, EPA reserves its authority to take enforcement actions against Respondents, including, but not limited to, actions for monetary penalties for any violation of law or this ORDER. Such enforcement actions may include, though need not be limited to, actions pursuant to Sections 106(b)(1), 107(a), 107(c)(3), and/or 109 of CERCLA.

REIMBURSEMENT

45. EPA will submit to Allied/Amphenol an accounting of all costs incurred by the President under, or in connection with, the oversight contract required pursuant to Section 104(a)(1) of CERCLA, during the Federal Fiscal Year, with respect to this ORDER. Allied/Amphenol shall, within 30 calendar days of receipt of that annual accounting, remit a certified check for the amount of those costs made payable to the "Hazardous Substance Superfund". Checks should specifically reference the identity of the Site and be sent to the address in Paragraph 43. A copy of the letter shall be sent to those persons identified in Paragraph 36.

GENERAL PROVISIONS

46. All actions performed by Allied/Amphenol in implementing this ORDER shall be in compliance with all applicable federal, state, and local laws and regulations, including but not limited

700072

to 40 CFR Part 300, and any amendments thereto, and CERCLA, including, but not limited to, Sections 104 and 121, 42 U.S.C. §§ 9604 and 9621. Allied/Amphenol shall be responsible for obtaining all necessary permits, licenses and other authorizations.

47. The Work Plan, Site Operations Plan, the RI Report and FS Report, in addition to all other reports, work plans and other writings required under terms of this ORDER, upon approval by EPA, are incorporated into this ORDER.

48. Neither the United States Government nor any agency thereof shall be liable for any injuries or damages to persons or property resulting from acts or omissions of Allied/Amphenol, their officers, directors, employees, agents, servants, receivers, trustees, successors, or assignees, or of any persons, including but not limited to firms, corporations, subsidiaries, contractors and consultants, in carrying out activities pursuant to this ORDER, nor shall the United States Government or any agency thereof be held out as a party to any contract entered into by Allied/Amphenol in carrying out activities pursuant to this ORDER.

49. This ORDER shall apply to and be binding upon Allied/Amphenol, their receivers, trustees, successors, and assignees.

50. Nothing contained in this ORDER shall affect any right, claim, interest, defense, or cause of action of any party hereto with respect to third parties.

51. Allied/Amphenol's activities under this ORDER shall be performed within the time limits set forth herein unless performance is delayed by events which constitute a force majeure. For purposes of this ORDER, a force majeure is defined as any event arising from causes beyond Allied/Amphenol's reasonable control. Financial considerations of Allied/Amphenol shall not be considered circumstances beyond the control of Allied/Amphenol. In the event of a force majeure, Allied/Amphenol shall be obligated to perform the affected activities within a time period which shall not exceed the time period of the delay attributed to the force majeure, provided, however, that no deadline shall be extended beyond a period of time that is reasonably necessary. In the event that there is a dispute as to whether or not any delay results from circumstances beyond the control of Allied/Amphenol, the burden of proof shall lie with Allied/Amphenol. Allied/Amphenol shall orally notify EPA's Project Officer as soon as possible following Allied/Amphenol's awareness that the circumstances constituting a force majeure have occurred or are likely to occur. If the Project Officer cannot be contacted, Allied/Amphenol shall attempt to leave a message at his/her office. In addition, Allied shall notify EPA in writing, as soon as possible but not later than five (5) business days after Allied/Amphenol becomes aware that circumstances constituting a force majeure have occurred. Such written notice shall be accompanied by all available pertinent documentation, including but not limited to third party correspondence, and shall contain the following:

1) a description of the circumstances, and Allied/Amphenol's rationale for interpreting such circumstances as being beyond Allied/ Amphenol's control; 2) the actions (including pertinent dates) that Allied/Amphenol has taken and/or plans to take to minimize any delay; and 3) the date by which or the time period within which Allied/Amphenol proposes to complete the delayed activities. Allied/Amphenol's failure to timely notify EPA as required by this subparagraph shall render the remaining provisions of this subparagraph null and void insofar as they may entitle Allied/ Amphenol to an extension of time.

52. Allied/Amphenol and EPA shall make reasonable efforts to informally and in good faith resolve all disputes or differences of opinion. If Allied/Amphenol, in good faith, disagrees, in whole or in part, with EPA's comments on the Site Operations Plan, the Draft RI, the FS Work Plan, the Draft FS Report, or the Final RI or Final FS Report, or EPA declines to grant any request by Allied/Amphenol for an extension of a deadline, Allied/Amphenol shall notify EPA in writing of its objections and the bases therefor as soon as possible, but not later than ten (10) business days from EPA's comments on the Site Operations Plan and twenty (20) business days after receipt of EPA's comments on Allied/Amphenol other submissions identified in this Paragraph or EPA's response to Allied/Amphenol's request for an extension of a deadline. If Allied/Amphenol so notifies EPA within the aforesaid period, EPA shall provide a written response to Allied/Amphenol setting forth EPA's position and the bases for that position. EPA's written response shall constitute the resolution of the dispute, and shall be deemed to be incorporated in this ORDER. If the dispute and its resolution cause a delay that make it impossible for Allied/ Amphenol to meet a deadline set forth in or established pursuant to this ORDER, then that deadline shall be extended for activities in dispute by a period of time not to exceed the delay resulting from the dispute and its resolution; PROVIDED, however, that Allied/Amphenol shall not be entitled to any such extension if EPA determines that Allied/Amphenol's disagreement with EPA's comments is not in good faith; and PROVIDED further, that if the dispute subject to this provision concerns only an extension of a deadline set forth in or established by EPA pursuant to this ORDER, and if EPA declines to grant an extension in response to such a request, any delay caused by the resolution of such a dispute shall not entitle Allied/Amphenol to an extension of time. EPA will be the final arbiter as to the sufficiency and acceptability of all work conducted pursuant to this ORDER, PROVIDED, however, that nothing in this paragraph shall affect any rights that Allied/Amphenol may have to judicial review of EPA actions or determinations under this ORDER, and, except as provided in the "Jurisdiction" section set forth above and in Paragraph 59 below, EPA and Allied/Amphenol expressly reserve all rights and defenses that they may have pursuant to applicable law.

53. Nothing contained in this ORDER shall under any circumstances be construed to authorize, pre-authorize or accept as valid any claim by any party against the Hazardous Substance Superfund, pursuant to Section 111(a)(2) of CERCLA, 42 U.S.C. 9611(a)(2).

54. Allied/Amphenol agree not to contest the authority or jurisdiction of the Regional Administrator to issue this ORDER, and further agree not to contest the validity or terms of this ORDER in any action to enforce its provisions.

55. The terms of this ORDER may be amended by the mutual written agreement of the Respondents and EPA, except as provided in Paragraphs 47 and 52.

NONADMISSION

56. Nothing in this ORDER or its appendices is intended by the parties to be, nor shall it be, an admission of facts or law, including, without limitation, the statements in the Findings of EPA, an estoppel or a waiver of defenses by Allied/Amphenol for any purpose. Participation in the RI/FS by Allied/Amphenol is not intended by the parties to be, and shall not be, an admission of any fact or opinion developed by the contractor in the completion of the Work Plan nor a waiver or estoppel of any of Allied/Amphenol's rights to challenge any aspect of the work performed, findings or other determinations made by EPA in or under this ORDER. The terms of this ORDER, including the Work Plan, shall not be construed more or less favorably for or against any party hereto.

EFFECTIVE DATE

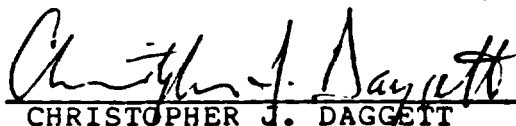
57. This ORDER shall be effective on the second business day following the date upon which Allied/Amphenol receives written notice from the EPA that the ORDER has been signed by the Regional Administrator.

TERMINATION AND SATISFACTION

58. The provisions of this ORDER shall be deemed satisfied upon Allied/Amphenol's receipt of written notice from EPA that all of the terms in this ORDER, including any additional studies which EPA has determined to be necessary, have been completed.

IT IS SO ORDERED AND AGREED:

U.S. ENVIRONMENTAL PROTECTION AGENCY


CHRISTOPHER J. DAGGETT

Regional Administrator
U.S. Environmental Protection Agency
Region II

July 22, 1987
DATE

700075

59. Allied/Amphenol hereby consents to the issuance of this ORDER and its terms. Furthermore, each of the signatories to this ORDER certifies that he or she is fully authorized to agree to the terms and conditions of this ORDER and to legally bind the Respondents.

ALLIED CORPORATION

Edward W. Callahan

7/8/87

Date

Title Vice President - Health, Safety and
Environmental Sciences

RES
Allied
L. W. Callahan

AMPHENOL CORPORATION

Edward C. Wetmore
Title Secretary

7-8-87
Date

700077